

SCHNEIDER ELECTRIC EXTENDED WARRANTY OFFER

This Schneider Electric Contractual Warranty applies to the following products:

Reference Number	Label	QTY
------------------	-------	-----

Geographic Validity:

Within the product installation site

Length of Extended Warranty:

- *Input to the be given by the sales engineer*

“**Schneider Electric**” means the local legal entity of Schneider Electric that sold you (either directly or indirectly) the products.

“**Product**” means the Schneider Electric or related branded inverter product (or other related device as identified above) that you purchased from Schneider Electric or through an authorized reseller or retailer.

1. Warranty Claims and Warranty Period

This Contractual Warranty is provided by Schneider Electric and covers defects in workmanship and materials in your Product. This warranty period commences after the standard warranty ends for warranty extension, unless otherwise agreed in writing (the "Warranty Period"). This Contractual Warranty is transferable to subsequent owners but only for the unexpired portion of the Warranty Period.

2. Warranty Coverage

If a Product becomes defective within the Warranty Period, one of the following options, as selected by Schneider Electric to make the product function, will be performed at no charge for materials or labor costs, unless this should be impossible or disproportionate:

- Repair the Product onsite,
- Repair the Product at Schneider Electric, or
- Exchange the Product with a replacement Product (of equivalent value according to model and age)

It is mandatory that customer notify Schneider Electric of the product defect within the warranty period, and provided that Schneider Electric through inspection establishes the existence of such a defect and that it is covered by this contractual warranty:

The term “disproportionate” applies in particular if the costs to Schneider Electric were deemed unreasonable according to the following criteria:

- With reference to the value the Product would have without the defect
- Taking into account the significance of the defect, and
- After consideration of alternative workaround possibilities available to the customer without significant inconvenience

If Schneider Electric repairs or replaces a Product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return shipment to the customer whichever is greater. All replaced Products and all parts removed from repaired Products become the property of Schneider Electric.

3. Warranty Limitations

This Contractual Warranty does not warrant uninterrupted or error-free operation of the Product or cover normal wear and tear of the Product or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. The warranty claims that relate to defects caused by any of the following factors are not covered by this Contractual Warranty:

- Improper use or non-compliance with installation, commissioning, operation or maintenance instructions (i.e. not according to the operation & installation manual and application suitability)
- Unauthorized commissioning, modifications, changes or attempted repairs
- Vandalism, destruction through external influence and/or persons/animals
- Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or dirt or dust or debris buildup within the system or that is difficult or unsafe for Schneider Electric representatives to access
- Insufficient ventilation
- Installation in a corrosive environment
- Failure to observe applicable safety standards & regulations
- Damages during transportation or storage
- Force majeure, examples include, but not limited to: fire, flood, earthquakes, storm damage, overvoltage & lightning strikes
- Any fire, water, snow, moisture, or liquid ingress
- Used as a component part of another product expressly warranted by another manufacturer
- If the original identification (trade-mark, serial number) markings have been defaced, altered, or removed
- Consumable components of any type are not covered by this Contractual Warranty, including but not limited to fuses, surge arrestors and filters
- Cosmetic shortcoming which do not impair the use of the Product for the intended purpose i.e. supply of energy

Warranty claims also exclude:

- Damages arising due to the fact that the use of the Product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the Product made after the delivery of the Product
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair & replacement of the Product (including but not limited to labor, transportation, temporary power)
- Costs or damages arising from changes to existing PV systems, building installations or other site changes
- This warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure your Product meets the applicable regulatory requirements which are in place at the time of purchase, please see the applicable Product Manuals and/or your sales contract.

4. Warranty Return and Repair Process

Contact Schneider Electric Customer Service representative with brief description of the error to evaluate & troubleshoot the issue while the Product is in the field as many problems can be solved on site.

Please contact your local Schneider Electric Customer Service Center or visit our website at:

<http://www.schneider-electric.com/sites/corporate/en/support/operations/local-operations/local-operations.page>

When you contact Schneider Electric to obtain service, please have your instruction manual ready for reference and be prepared to supply:

- The serial number and Product code of your Product
- Information about the installation and commissioning, or inspection certificate
- Information about the failure
- A copy of your dated proof of purchase

After Receiving the complaint:

- Response time - 24 Hrs in Metro locations & upto 48 Hrs in non-metro locations
- Resolution time - Average 6-7 days

5. Out of Warranty Service

If the Warranty Period for your Product has expired, if the Product was damaged by misuse or incorrect installation, if other conditions of the warranty have not been met, or if no dated proof of purchase is available, your Product may be serviced or replaced for a fee, as determined by Schneider Electric in its sole discretion.

Contact Schneider Electric Customer Service representative according to Section 4 above.

6. Price Schedule

Reference Number	Label	QTY	Total price
------------------	-------	-----	-------------

Payment terms of the purchase order / contract price shall be in accordance with below terms and conditions:

Advance Payment

Hundred percent (100%) of the contract price inclusive of Taxes shall be paid as advance, latest within five (5) days of the final contract or purchase order date whichever is earlier.

If payment of any sum payable delayed, Schneider Electric Infrastructure Ltd shall be entitled to receive interest of the amount unpaid during the period of delay. The interest shall be at a weekly rate of 0.5% of the contract value.

GST shall be extra as per actuals at the time of invoicing.

7. Disclaimer

Product

THIS CONTRACTUAL WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SCHNEIDER ELECTRIC IN CONNECTION WITH YOUR SCHNEIDER ELECTRIC PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS CONTRACTUAL WARRANTY

IN NO EVENT WILL SCHNEIDER ELECTRIC BE LIABLE FOR: (A) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGE; (B) ANY LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF SCHNEIDER ELECTRIC 'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER PRODUCT OR SYSTEM; AND (C) ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT BY PERSONS NOT AUTHORIZED BY SCHNEIDER ELECTRIC.

Article 15: Overall Limitation to Liability

Notwithstanding anything in the Contract to the contrary and to the extent permitted by applicable law, (a) in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages; and (b) the maximum liability of the Seller for any and all claims, losses, damages, costs and expenses arising from or on connection with this Contract shall not exceed the amounts actually received by the Seller under this Contract.

Article 22: Suspension

Suspension by the Buyer - The Buyer may suspend, at any time and for any reason, any part of or the whole of the Work by giving at least 7 days' written notice thereof to the Seller, specifying any part of or the whole of the Work to be suspended, the effective date of such suspension and the tentative date of resumption of the Work.

On receipt of suspension notice, the Seller shall cease work on said part of the Work on the effective date of such suspension but shall continue to perform any unsuspended part of the Work. During a suspension, the Seller shall be entitled to full payment from the Buyer for all Work performed by the Seller to the date of suspension and

reimbursement for all costs, including but not limited to the charges towards idle resources, demobilization & remobilization of resources and extension of time incurred by the Seller (including its sub-contractors), which are fair and reasonable. The Buyer may, at any time, authorize resumption of the

suspended part of the Work by notifying the Seller of the part of the Work to be resumed and the effective date of suspension withdrawal. The SE shall resume any suspended Work within 7 days of the Buyer's written notice directing the same. Party or occurrence of Force majeure conditions, the Parties shall enter into a Change Order which shall include the extension of Delivery Schedule reflecting the Suspension.

Suspension by the Seller -

The Seller shall have the right to suspend the execution of Works, in part or whole, due to any of the following reasons not attributable to SE, without invalidating the other provisions of the Contract. The Seller shall give a written notice for suspension to the Buyer in case Buyer delays or fails to fulfill its contractual obligations

- a) Delay or default by the Buyer in providing encumbrances free site fronts or right to access site or approach road to site.
- b) Seller payment are withheld /suspended beyond reasonable time limit;
- c) Buyer persistently fails to timely comply its obligations including approval/certifications of drawings, documents, measurements or other inputs.
- d) The occurrence of Force Majeure event
- e) A Change in Law or directive of any Government Authority, where performance of contractual obligations are not feasible or possible.
- f) Repeated suspensions or work withheld by Buyer;
- g) Any other reasons for which the Seller is not liable and it is not feasible to continue works unless issue is resolved.

If any of the above condition continues for more than 15 days, the Seller may demobilize its resources from project site. The Seller shall be entitled for suitable compensation in time and cost for the suspension caused due to reasons not attributable to the Seller. After resolution of issue, The Seller shall remobilize its resources as soon as possible. If the suspension lasts more than 90 days, the Seller must be entitled to terminate the Contract. After termination the Seller shall be entitled to for the work done till the date of termination. In addition, either Party shall be entitled to suspend the work due to occurrence of any Force Majeure conditions, which are beyond the control of the affected Party.

Article 23: Termination / Cancellation

Either Party can terminate the Contract with prior written notice of 30 days to the other Party for any of the following reasons:

- a) Insolvency, receivership or bankruptcy proceedings are commenced by or against the Party;
- b) Party makes a general arrangement for the benefits of its creditors;
- c) Party abnormally delays or fails to fulfill its contractual obligations including, but not limited to, approval and timely payments etc.
- d) Any material breach or representations or warranties made was false or intentionally misleading when made.
- e) The occurrence of Force Majeure event continues for 3 months or above.
- f) Buyer fails to take delivery of material due to whatever reasons for more than 3 months.

g) Repetitive suspension of work or equipment deliveries are withheld beyond 3 months

h) A change in Law of any Government Authority where performance of contractual obligations are not feasible or possible.

Termination by Employer for default

If the Seller is in default, this clause for termination can only be accepted for notice of termination to be in writing

- Termination only in case of material breach and that to if it is not remedied within a predefined period of time. If possible, termination will be limited to only in respect of the part of the scope of work affected by the nonperformance. In cases of delay caused by the Seller, termination should only be possible after maximum amount of liquidated damages has been reached.

Termination by the Seller

The Seller can terminate/ cancel the Contract with prior written notice of 30 days to the Buyer for any of the following reasons:-

- a) Insolvency, receivership or bankruptcy proceedings are commenced by or against the Buyer;
- b) Seller's payment are withheld /suspended beyond reasonable time limit;
- c) Buyer fails to fulfill its contractual obligations
- d) Any material breach or representations or warranties made was false or intentionally misleading when made.
- e) Buyer assigns or transfers the Contract or any right or interest herein other than in accordance with the Contract.
- f) Persistently fails to timely comply its obligations including approval/certifications of drawings, documents, measurements or other inputs.
- g) The occurrence of Force Majeure event continues for 3 months or above.
- h) Buyer fails to take delivery of material due to whatever reasons for more than 3 months.
- i) Repetitive suspension of work due to reasons attributable to Buyer.
- j) A change in Law of any Government Authority, where performance of contractual obligations are not feasible or possible.
- k) Buyer fails to provide encumbrances free land for Project work or access or approach is restricted. In any case of termination and/or project being scraped/ purged for whatever reasons, the Seller shall receive from Buyer the full payment towards all the work performed, including but not limited to, certified or not; all payments due towards confirmed commitments with respect to costs of materials, goods and services ordered by the Seller with its Sub-contractor or Sub-suppliers for performance of this Contract, including the once delivered at site and/or are under transit The Seller shall also be entitled for payment with reasonable profit by the Buyer on the part of the terminated works; Payment of a sum representing 10% of the contract price as a termination fee. In addition, the Seller shall have all other rights and remedies to which he is entitled under this Contract and/or at law.